

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Susan Dean, Programs Manager, 797-1042

THROUGH: Ken Cohen, Assistant Town Administrator

SUBJECT: Resolution

AFFECTED DISTRICT: Town wide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR OR DESIGNEE TO EXECUTE AN AGREEMENT WITH LORI PARRISH AS BROWARD COUNTY PROPERTY APPRAISER FOR CREATING AND MAINTAINING A NON-AD VALOREM ASSESSMENT ROLL FOR SOLID WASTE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: This resolution authorizes the Town Administrator or designee to execute an agreement with Lori Parrish as Broward County Property Appraiser. Parrish will create and maintain the Town's non-ad valorem assessment roll for fire rescue services. The cost for the first year will be approximately \$8,000 with an annual approximate cost of \$4,000 in subsequent years. Approval of this agreement will provide the Town an updated Annual Solid Waste Assessment roll, a notification method to property owners as required by Florida Statutes, and reduce the Town's cost in maintaining the annual non-ad valorem solid waste assessment.

PREVIOUS ACTIONS: N/A

CONCURRENCES: The attached agreement has been forwarded to the Town's attorney for review.

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost: \$8,000 estimated cost for first year; \$4,000 thereafter

Account Name: Special Projects – 001-0102-512-0502

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution and Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR OR DESIGNEE TO EXECUTE AN AGREEMENT WITH LORI PARRISH AS BROWARD COUNTY PROPERTY APPRAISER FOR CREATING AND MAINTAINING A NON-AD VALOREM ASSESSMENT ROLL FOR SOLID WASTE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to develop and implement a non-ad valorem assessment roll for this coming fiscal year and succeeding years for solid waste services; and,

WHEREAS, Lori Parrish as Broward County Property Appraiser can create and maintain a non-ad valorem assessment roll; and,

WHEREAS, the Town of Davie and Lori Parrish as Broward County Property Appraiser have determined that it is mutually beneficial and in the best interest of the public to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Town Administrator or designee to execute an agreement for implementing a non-ad valorem tax roll, a copy of which is attached hereto as Attachment 1.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2005.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2005.

INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF DAVIE
AND
BROWARD COUNTY
FOR
THE CREATION AND MAINTENANCE
OF AN AD VALOREM ASSESSMENT ROLL
FOR SOLID WASTE SERVICES

AGREEMENT made this ____ day of _____, _____, between LORI PARRISH, as Broward County Property Appraiser ("PARRISH"), and The TOWN of Davie, Florida, a municipal corporation, ("TOWN").

TOWN desires to develop and implement a non-ad valorem assessment roll for the year 2006 and succeeding years, to provide funds from property owners within the TOWN for solid waste services. The TOWN desires to use the services of PARRISH to create and maintain a non-ad valorem tax roll, and PARRISH is prepared to do so on behalf of TOWN. Each party represents that it has satisfied all conditions precedent necessary to enter into this agreement.

2. PARRISH agrees to perform the following services to:

- 2.1 Create a non-ad valorem Assessment Roll for the TOWN for the year 2006 and each succeeding year until this agreement is terminated by either of the parties pursuant to Paragraph 11 below, using data presently in her computer as to the property characteristics the TOWN intends to use for purposes of levying the non-ad valorem assessments. Should the TOWN desire to use additional property characteristics than those already in the computer records, PARRISH will advise TOWN whether this is possible, when it can be accomplished, and the cost of so doing.
- 2.2 Provide the TOWN with an annual preliminary estimate of each type of property within the TOWN (e.g., single family residential, vacant land, condominium, etc.) for the TOWN's planning purposes in establishing its non-ad valorem assessments.
- 2.3 Receive from the TOWN its preliminary non-ad valorem assessment levy for each type of property and preliminarily extend that amount against each parcel of real property within the TOWN.
- 2.4 Furnish the TOWN with a computer-readable data file in ascii format of the Non-Ad Valorem Roll when such preliminary amounts have been extended.
- 2.5 Include the TOWN's non-ad valorem assessment in the TRIM notice sent to the TOWN's property owners in August at least 20 days in advance of the TOWN's scheduled public hearing in September. The TOWN shall notify PARRISH of the proposed date of the

scheduled public hearing by July 31, and PARRISH shall let the TOWN know immediately if the 20-day advance notification requirement cannot be met for said proposed scheduled public hearing.

- 2.6 Receive from the TOWN corrections to the roll and update the non-ad valorem Assessment Roll with the changed and corrected information.
 - 2.7 Deliver the TOWN's Uniform Non-Ad Valorem Assessment Roll to the Broward County Revenue Collector's office so that the tax bills mailed on or about November 1 will include the amount for the TOWN's assessment levies.
3. TOWN agrees to perform the following acts in connection with this agreement:
- 3.1 Advise the property owners within the TOWN in an appropriate and lawful manner of the TOWN's intention to utilize the uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes. Carry out its responsibilities under said sections.
 - 3.2 Timely provide the Property Appraiser with information required to prepare the uniform non-ad valorem assessment Roll.
 - 3.3 Establish an appropriate appeal process for property owners who wish to contest the classification of their property or amounts of uniform non-ad valorem assessments.
 - 3.4 Advise the property owners within the TOWN as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the TOWN in connection with the non-ad valorem assessments.
 - 3.5 Timely pay the Property Appraiser the necessary administrative costs incurred in carrying out her functions under this agreement, including but not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage if necessary, and programming.
4. The parties understand that the Property Appraiser's best estimate of set up costs for the year 2006 are \$.30 per parcel of real estate (folio number) and that estimated annual maintenance costs are \$.15 per parcel for each succeeding year. Should the estimated annual maintenance costs be foreseen to increase in subsequent years, the Property Appraiser will provide written notice of such estimated increased maintenance costs prior to January 1 of the year in which the estimated costs will apply. The parties understand that this estimate does not include any amounts for extraordinary programming or other services required by the TOWN.

For purposes of this agreement, "extraordinary programming" shall mean the creation of customized computer programs, assessment calculation routines or creation of data not normally used by the Property Appraiser. The parties acknowledge that the TOWN has a sophisticated computer system, and that the use of extraordinary programs or creation of data not normally used by the Property Appraiser is not anticipated. However, in the event that the use of extraordinary programming or creation of such data is required, the Property Appraiser shall estimate the cost of such programming or creation of such data and inform the TOWN of such cost in writing in advance. The Property

Appraiser will not engage in such extraordinary programming nor creation of such data without prior written approval from the TOWN.

5. The specific duties to be performed under this agreement and their respective timeframes are contained in Attachment 1 which is incorporated herein by reference.
6. This agreement constitutes the entire agreement of the parties and can only be modified in writing.
7. Neither party may assign her or its obligations under this agreement.
8. This agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this agreement shall be in writing and sent by first class mail or facsimile to the other party. Notices to the TOWN shall be addressed to the Town Administrator at:

Christopher J. Kovanis, MPA, Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314
Facsimile: (954) 797-2061

Notices to the Property Appraiser shall be addressed to:

Lori Parrish, Property Appraiser
115 South Andrews Avenue, Room 111
Fort Lauderdale, Florida 33301
Facsimile: (954) 357-8474

11. **TERMINATION:** This Agreement may be terminated by either party upon written notice by the terminating party to the other party, providing for termination for the succeeding year. Such notice shall be sent no later than January 1 of the succeeding year. PARRISH will perform no further work after the written termination notice is received. If any work is in progress at the time of notice of termination, any and all work, documents, reports, non-advalorem assessment rolls prepared up to the date of termination shall be submitted to the TOWN.

IN WITNESS Whereof the parties have made and executed this Agreement, attested to by their duly authorized officers or representatives, and their official seals to affixed herein, the day and the year first below written.

FOR BROWARD COUNTY

ATTEST:

By: _____
Broward County Property Appraiser

_____ DAY OF _____, 2005.

FOR THE TOWN OF DAVIE

ATTEST:

By: _____
Town Administrator

_____ Town Clerk

_____ DAY OF _____, 2005

Approved as to form and legality for the use
and reliance of the Town of, Florida, only.

Town Attorney

_____ DAY OF _____, 2005

ATTACHMENT 1

TOWN OF DAVIE, FLORIDA CALENDAR FOR IMPLEMENTATION OF SOLID WASTE SERVICES ASSESSMENT

TASK

DATE

1. Appraiser to provide the Town with an electronic file that includes owner name, property address and folio ID, property classifications, square footage of non-residential property, and number of unites for residential property.

On or prior to June 1

The file shall be in an ascii file or any kind of database (DBF) file and shall include a file layout of all data fields, as well as a description of all County codes.

2. Appraiser certifies Town's taxable value.
3. Town reviews assessment data (unit counts, square footage amounts, property classifications) provided by the Assessor for corrections, as this data determines the assessment amount. The Town notifies the Appraiser of all corrections.

By July 1

From June 1 to no later than July 31

Once the Town calculates its preliminary solid waste assessment rates and if the rates are different from existing rates, the Appraiser provides a recap of revenues to be generated based on the new rates, or if necessary re-runs the assessment data file with the new rates for the Town so that the Town can verify that expected revenues will be attained.

4. Town adopts its preliminary millage rate and preliminary non-ad valorem solid waste assessment rates. The Town adopts an Initial Assessment Resolution for the solid waste assessment program.
5. Town provides the Appraiser with its preliminary adopted non-ad valorem solid waste assessment rates (if changed), as well as with the date, time and place of the public hearing and any other information necessary to be placed on the TRIM notice.
6. Appraiser sends TRIM notices including the non-ad valorem solid waste assessment to all Town property owners. The TRIM notice must be sent out by August 24 at the latest to allow for 20-day notice of the required public hearing. The Town also advertises the public hearing in the newspaper
7. Town addresses property owner questions and appeals, and provides the Appraiser with any corrections as soon as possible.

No later than August 4

No later than August 4

Early to mid-August but in no event later than August 24

September

- | | |
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| 8. Town holds its public hearing on the non-ad valorem solid waste assessment and adopts a Final Assessment Resolution. Town has been holding this public hearing simultaneously with its budget hearing. | September |
| 9. Certification by the Town in conformance with F.S.197.3632. Town provides to the Appraiser a certified copy of the resolution adopting the Town's final non-ad valorem solid waste assessment rates. | No later than 3 days after adoption of final resolution |
| 10. Appraiser delivers the Town's non-ad valorem solid waste assessment rolls to the Revenue Collector. | At the same time of ad valorem tax roll certification |
| 11. Appraiser provides to the Town a duplicate file of the non-ad valorem assessment roll as delivered to the Collector as the final record of current year solid waste assessment. | 30 days after delivering non-ad valorem assessment roll to the Revenue Collector |